

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532441

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Covert Acquisition Co., LLC		07/17/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation		
Street Address:	399 Park Avenue, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88081699	COVERT SCOUTING CAMERAS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	1-212-318-6565		
Email:	emilycollins@paulhastings.com		
Correspondent Name:	Emily Collins		
Address Line 1:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Emily Collins		
SIGNATURE:	/s/ Emily Collins		
DATE SIGNED:	07/18/2019		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 17, 2019, (this “Agreement”), by Covert Acquisition Co., LLC, a Delaware limited liability company (the “Grantor”), in favor of Owl Rock Capital Corporation as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of May 25, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Term Loan Agreement (as defined below)) subject to the terms and conditions set forth in that certain Term Loan Agreement, dated as of May 25, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Term Loan Agreement”), by and among Feradyne Outdoors, LLC, a Delaware limited liability company (the “Borrower”), Bowhunter Midco, LLC, a Delaware limited liability company (“Holdings”), the subsidiaries of the Borrower from time to time party thereto, as subsidiary guarantors (the “Subsidiary Guarantors”) the lenders from time to time party thereto (the “Lenders”), Owl Rock Capital Corporation, as administrative agent and collateral agent for the Lenders (in its capacity as administrative and collateral agent, the “Administrative Agent”), and Owl Rock Capital Advisors LLC, as lead arranger. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Term Loan Agreement and Section 4.03 of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, does hereby pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

- A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and
- D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security


Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

COVERT ACQUISITION CO., LLC


By: 
Name: Todd Seyfert
Title: Chief Executive Officer

SCHEDULE I

TRADEMARKS

None.

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
Covert Scouting Cameras, Inc. Assigned to Covert Acquisition Co., LLC	U.S. Application Serial No. 88/081,699	

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

SCHEDULE III

COPYRIGHTS

None.